

ATHONET BUBBLECLOUD TERMS AND CONDITIONS

These Athonet BubbleCloud Terms and Conditions (“**Conditions**”) apply between Athonet USA Inc. (“**Athonet**”) and each customer (“**Customer**”) to govern Customer’s access and use of the Services (as hereinafter defined). Any access to or use of the Services by Customer shall be deemed as acceptance of these Conditions.

1. DEFINITIONS

- 1.1 “**Affiliate**” means an entity that, either directly or indirectly, controls, is controlled by or is under common Control with the relevant entity, where control means the ability to direct the affairs of another by ownership, contract or otherwise.
- 1.2 “**Athonet Fair Use Policy**” means the document describing uses of the Services which are not allowed under these Conditions, available at the Athonet Web Portal.
- 1.3 “**Athonet Intellectual Property Rights**” means the Services and any and all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights, rights granting equivalent protection to copyright, data, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items, developed, acquired, conceived, created, owned by Athonet.
- 1.4 “**Athonet Web Portal**” means the on-line order entry portal created by Athonet, but accessed from AWS Marketplace, that allows a Customer to detail the subscription to the Services before their activation.
- 1.5 “**Authorized Devices**” means the maximum number of devices at any time having access or otherwise using the Services, as stated in the Order.
- 1.6 “**AWS Marketplace**” means the on-line store for software run on Amazon Web Services and found at: <https://aws.amazon.com/marketplace> or such successor website as Amazon may from time to time designate.
- 1.7 “**Confidential Information**” means information (in any format – including electronically stored information and tangible embodiments in whatever form (including back-ups)) that falls within any of the following categories: (a) it relates to, includes or comprises the existence or terms and conditions (or both) of these Conditions; (b) it is Client Data; (c) it is marked as “confidential” (or similar); (d) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including information concerning a party’s business operations or affairs (including research and development efforts, inventions, drawings, models, trade secrets, know-how, recipes and formulae, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software, and algorithms); (e) similar information of third parties (including Affiliates) that a party maintains in confidence; or (f) any combination of the foregoing.
- 1.8 “**Customer Data**” means data the Customer, or a person acting on its behalf, transmits, stores or otherwise processes using the Services.
- 1.9 “**End User(s)**” means each person or entity accessing to or otherwise using the Services through an Authorized Device or otherwise.
- 1.10 “**Fees**” means the fees payable by the Customer to Athonet pursuant to these Conditions as set out in the Order or in the pricing available at the AWS Marketplace Services page.
- 1.11 “**Order**” means a Customer purchase order or ii) electronic order entry via the AWS Marketplace or the Athonet Web Portal.
- 1.12 “**Operational Requirements**” shall mean those requirements to be met by Customer and Customer’s system in order for the Services to perform correctly, as listed in the Services documentation available at the Athonet Web Portal.

- 1.13 “**Service(s)**” means the services provided by Athonet to the Customer as detailed in the Order and including the functionalities listed in the Services description available at the AWS Marketplace Services page.
- 1.14 “**Service(s) Term**” means the period for which a Customer has subscribed to the Services and paid the applicable Fees, including any renewals thereof.

2. SERVICES START-UP

- 2.1 Subject to the Customer providing all required technical and/or commercial information, Customer’s payment of the applicable Fees through the AWS Marketplace and compliance with these Conditions and provided that all Operational Requirements are met, Athonet will make the Services available to Customer during the Service Term.
- 2.2 Customer hereby confirms that its purchase of the Services is not conditioned upon or otherwise contingent on the delivery of any future functionality or features of the Services, or anyhow dependent on any oral or written statement by Athonet regarding possible future functionalities or features.
- 2.3 Any request from the Customer that may require customization and changes to the Services may be considered at Athonet’s sole discretion.
- 2.4 Services may be subject to changes from time to time at Athonet’s sole discretion. In such case, Athonet shall inform the Customer. Any change which improves the Services (e.g. including new features or functionalities) or does not hinder their performance in a material way shall become valid upon the update by Athonet of the Services description on the AWS Marketplace Service page and a general information thereof provided to Customers (including by e-mail).

3. ACCESS AND USE OF THE SERVICES

- 3.1 The Customer is responsible for maintaining licenses and adhering to the license terms of any of the Customer Data anyhow used or processed by means of the Services.
- 3.2 The Customer may access to – or otherwise use – the Services exclusively through a limited number of Authorised Devices.
- 3.3 Except as expressly authorised in these Conditions, the Customer shall not:
- (a) rent, lease, sublicense, distribute, transfer, copy, reproduce, reverse engineer, decompile, disassemble, display, modify, translate, or timeshare the Services or any portion of it; or
 - (b) prepare any derivative work based on the Services;
 - (c) use the Services for the benefit of any entity which is, directly or indirectly, a competitor of Athonet;
 - (d) remove or modify any notice of Athonet’s or its licensors’ proprietary rights;
 - (e) tamper with or circumvent any controls of the Services;
 - (f) use the Services in any application controlling aircraft or other modes of human transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively “**High Risk Use**”). High Risk Use does not include utilization of the Services for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage;
 - (g) use the Services or any portion of it as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution.
- 3.4 The Customer shall be responsible for the acts, omissions and defaults performed through an Authorized Device or in any case by a person accessing or using the Services, as if they were the acts, omissions or defaults of the Customer.
- 3.5 Athonet shall have the right, with reasonable notice to Customer, to audit Customer’s use of the Services no more than once each calendar year to assure compliance with the terms of these Conditions.
- 3.6 The Customer shall:

- (a) Acquire any hardware, personal computers and all equipment required for the functioning and use of the Services, and take care of all costs and expenses related to the site in which such equipment is installed for using the Services;
 - (b) Be solely responsible for procuring and maintaining its network connections and telecommunications links from its sites, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet;
 - (c) Provide the necessary technical/operational support to Athonet in case of malfunction and / or data transmission lines;
 - (d) Ensure that its network and systems comply with the relevant Operational Requirements at all times;
 - (e) Be solely responsible for understanding and complying with the legal and regulatory requirements applicable to the business field where it uses the Services.
- 3.7 The Customer may be allowed to perform configuration actions on the Services as outlined in the applicable user manual. Customer shall be solely liable for all such configuration actions and all consequences thereto.
- 3.8 Athonet shall be entitled to collect information on Customer and End User use and access to the Services and to anonymously and aggregately process such information to analyse trends, improve Services and help troubleshooting.

4. SUPPORT

- 4.1 Subject to Customer's compliance with these Conditions and payment of the applicable Fees, Athonet will provide to Customer best effort remote support as described herein and in the Athonet Web Portal, solely for the subscribed Services during the Services Term. Athonet will use its best efforts to make the Services available to Customer continuously, subject to downtime due to planned maintenance or unscheduled emergencies.
- 4.2 Third party content (including but not limited to data, applications, documentation or other materials or tools made available to Customer by third parties or anyhow used by Customer in connection with the Services) is not part of the Services and is not supported by Athonet. Moreover, Athonet shall not provide support service to the Customer in respect to Internet connectivity or any other of the Operational Requirements.
- 4.3 Support is available to Customer via e-mail or other communication means, as detailed on the Athonet Web Portal.

5. INVOICING AND PAYMENT

- 5.1 Customer is responsible for providing to Athonet complete and correct billing information and contact information, and to timely inform Athonet of any changes thereto.
- 5.2 Customer agrees to pay the Fees stated in the Order. If not otherwise provided in the Order, Fees shall be paid monthly in advance and the Customer shall pay all invoices within 5 (five) days of receipt. In case of delayed payments an interest on the overdue amount shall apply at the statutory rate.
- 5.3 Customer may be invoiced separately by Athonet for hardware components (e.g. SIM cards, Athonet Edge Node). Customer understands and agrees that such hardware components including SIM cards and at least one Edge Node must be purchased from Athonet in order to use the Service.
- 5.4 At Athonet's sole discretion Customer may pay applicable Fees by credit card and in such case, Customer shall provide to Athonet with valid credit card information Customer is entitled to operate with. Customer hereby authorizes Athonet to charge such credit card, directly or through third parties service providers.
- 5.5 All Fees shall be net of all taxes, duties and levies of any jurisdiction, including without limitation the applicable value added tax and sale tax. Customer shall be exclusively responsible for paying any taxes and duties related to its purchases of Services. Any items not explicitly included in the Order shall not be covered by the Fees.

- 5.6 Refunds are not allowed except in the case of total Service outages which last for more than 1 (one) day and in each case Athonet will only refund those pre-paid Fees pro-rata in respect of such proportion of the month that Athonet agrees that a total Service outage persists. At Athonet's discretion this may take the form of an extension to the Service to compensate for the outage or a discount coupon. Otherwise as provided herein Fees are non-refundable.

6. INTELLECTUAL PROPERTY

- 6.1 Any title, interest, right to the Services, including but not limited to software and all patents, copyrights, design rights, trade secrets and other proprietary rights in or related to the Services (including any customisations, configurations and developments that are made to the Services by Athonet) are and will remain the exclusive property of Athonet, whether or not specifically recognized or perfected under the laws of the country where the Services are used. The Customer undertakes and agrees that, at any time, it will not take, either directly either indirectly, any action that may in any way impair or jeopardize the Athonet Intellectual Property Rights or acquire any right in the Services, except the limited use rights specified in these Conditions. The Customer undertakes not to remove any confidentiality disclaimer, trademark and proprietary notices included in or concerning the Services.
- 6.2 Nothing contained in these Conditions shall be construed as conferring by implication, estoppel or otherwise upon Customer any license or other right with respect to the Athonet Intellectual Property Rights except the licenses and rights expressly granted to Customer in these Conditions.
- 6.3 As a limited exception to the above, and subject to Customer compliance with these Conditions, including the payment of the applicable Fees, Athonet grants to Customer a limited, non-assignable, non-exclusive, revocable license to access and use the Services as provided by these Conditions during the Service Term, including the applicable Service documentation. These Conditions does not apply to open source software, if any, and IT IS HEREBY ACKNOWLEDGED AND AGREED BY THE CUSTOMER THAT SUCH OPEN SOURCE SOFTWARE IS DISTRIBUTED/PROVIDED ACCESS TO ON AN "AS IS" BASIS UNDER THE RESPECTIVE LICENSE TERMS, THEREFORE ATHONET DISCLAIMS ANY LIABILITY IN RELATION TO SUCH OPEN SOURCE SOFTWARE.
- 6.4 All right, title and interest in and to all Customer Data shall remain exclusively with the Customer.

7. WARRANTIES

- 7.1 Athonet warrants to Customer that during the Service Term the Services will perform substantially in accordance with the applicable Service description.
- 7.2 OTHERWISE AS PROVIDED ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND ATHONET EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY. ATHONET DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, ATHONET DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

8. LIABILITY

- 8.1 Athonet does not, in any case, assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer and/or the End Users via the Services and, in general, for the use made by them of the afore-mentioned Services and reserves the right to take any initiative and actions to protect its rights and interests.
- 8.2 Athonet does not assume any liability towards the Customer, End Users or third parties for delays, malfunctions, suspension and/or interruption in the functioning of the Services due to causes not attributable to it, such as by way of example but not limited to: (i) unforeseeable circumstances, catastrophic events of force majeure; (ii) act by a third party, even Athonet's supplier; (iii) malfunction

or non-compliance of the Customer Equipment; d) tampering or interventions on the Services by the Customer, End Users or by third parties not authorised by Athonet; e) imprecise, wrong or incorrect specifications or instructions of the Customer prior to the activation of the Services by Athonet.

- 8.3 UNLESS OTHERWISE RULED BY MANDATORY LAWS, ATHONET SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE, COST, LOSS OR EXPENSE OF ANY NATURE SUFFERED BY THE CUSTOMER HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL OR LOSS OF ANTICIPATED SAVINGS, LOSS OF PROFIT AND ANY CLAIMS OF CUSTOMER OR END USERS ON ACCOUNT OF LOSS OF USE OR MALFUNCTION HOWSOEVER ARISING UNDER, IN CONNECTION WITH OR PURSUANT TO THE USE OR MAINTENANCE OF THE SERVICES.
- 8.4 THE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY CLAIM ARISING UNDER THE AGREEMENT INCLUDING BUT NOT LIMITED TO THESE CONDITIONS, WHETHER CONTRACTUAL OR OTHERWISE, SHALL NOT EXCEED 100% OF THE TOTAL AMOUNT OF ALL AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO ATHONET DURING THE YEAR IMMEDIATELY PRECEDING THE EVENT CAUSING THE CLAIM.
- 8.5 The exclusions and limitations of liability set out in this Section 8 shall not apply in case of wilful misconduct or gross negligence, or to the extent mandatory law provides otherwise.

9. INDEMNITIES

- 9.1 Customer shall defend, indemnify and hold harmless Athonet, and its officers, directors, employees and agents (collectively “**Indemnitees**”) claims, liabilities, suits, losses, costs, damages and expenses including without limitation prejudgment costs and attorneys’ fees) brought against any Indemnatee by a third party relating to or arising from:
- (a) Customer’s breach of its obligations under these Conditions;
 - (b) violation or infringement of the intellectual property, other property or personal rights of any third party arising as a result of the Customer combining the Services with third party products, equipment, software etc and/or as a result of the Customer making any modifications to the Services.
 - (c) modification of the Services by anyone other than Athonet; or
 - (d) use of the Services with any hardware, software or other component not provided by Athonet, where the use of the Services without such other hardware, software or component would not have led to liability; or
 - (e) use of the Services other than in accordance with these Conditions;
 - (f) any misuse of the Services; or
 - (g) any damages caused to or suffered by the AWS Marketplace due to any act of Customer.

10. FORCE MAJEURE

- 10.1 Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the affected party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the affected party. The affected party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 60 (sixty) days, the non-affected party may terminate the Agreement. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer’s obligation to pay the Fees.

11. CONFIDENTIALITY

- 11.1 Each of the parties acknowledges that it is likely to receive or to be exposed to or to have the ability to access Confidential Information of the other party (the first party being the Receiving Party and the other party being the Disclosing Party).
- 11.2 Each Receiving Party shall:

- (a) hold all Confidential Information in strict confidence and keep it secure, applying to any Confidential Information at least the same standard of care with which it treats its own proprietary and confidential information (and in any case not less than a reasonable standard of care);
- (b) seek to access Confidential Information, and use Confidential Information, in each case only:
 - (i) for the purpose of performing its obligations under these Conditions; and
 - (ii) in accordance with these Conditions;
 and specifically refrain from seeking to access Confidential Information, and from using Confidential Information, for its own or any third party's benefit or in any other manner not authorized by the Disclosing Party;
- (c) disclose, or permit access to, Confidential Information only to persons who are its employees, or its independent advisors or contractors, who both:
 - (i) have a need to know the Confidential Information in order to give effect to these Conditions or advise in connection with it (or both); and
 - (ii) are subject to non-disclosure and confidentiality obligations substantially similar to those of these Conditions;
- (d) return to the Disclosing Party in a format and on storage media that the Disclosing Party may reasonably specify (or, at the Disclosing Party's request, destroy in such manner as not to allow its re-creation (to the extent legally and technically possible) and confirm to the Disclosing Party the Receiving Party's compliance with this obligation) within 14 days of the expiry (or earlier termination) of the Service Term (or such earlier date as the Disclosing Party may reasonably request) all materials (in writing or otherwise, including copies) containing any Confidential Information save that the Receiving Party may retain materials containing any Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under these Conditions, and the provisions of these Conditions shall continue to apply to any such materials retained by the Receiving Party; and
- (e) permit access to any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding, if the Receiving Party is requested or required to do so, and to provide, where legally possible, notice to the Disclosing Party of such request.

11.3 A Receiving Party's obligations of confidentiality contained in these Conditions shall not apply:

- (a) to the extent required by law, by any court of competent jurisdiction, or by an official regulatory body; or
- (b) to information that:
 - (i) at the time of disclosure was in the public domain or comes into the public domain other than through breach of these Conditions by the Receiving Party;
 - (ii) was known by the Receiving Party (as established by its own records or other competent proof) before the Receiving Party received the Confidential Information, or was exposed to it, or had the ability to access it; or
 - (iii) is lawfully disclosed to the Receiving Party by a third party acting in good faith and not bound by a confidentiality obligation.

11.4 The obligations of confidentiality contained in these Conditions shall continue in force for so long as Confidential Information does not fall into any of the categories under Article 11.3 above.

11.5 The parties acknowledge that either party's breach of this Section would cause the other party irreparable injury for which damages may not be an adequate remedy. Therefore, in the event of such breach, the non-breaching party may be entitled to injunctive relief in addition to any other remedies that may be available, in law in equity or otherwise, without the necessity of proving actual damages.

12. EXPORT CONTROL

- 12.1 The Customer shall be responsible for complying with all applicable data protection, import, re-import, export, and re-export control laws, including any applicable license requirements, and country-specific sanctions programs. Without limiting the foregoing, the Customer is solely responsible for compliance related to the manner in which the Services are used by the Customer, including but not limited to their use by End Users. The Customer is solely responsible for serving as the exporter and importer of record (as applicable) for all Customer Data.
- 12.2 Athonet reserves the right to deny the provision of the Services and/or to interrupt the provision of such Services in case Athonet has reason to believe, at its exclusive discretion, that the Customer and/or the End Users are using the Services in breach of the applicable export control provisions. For the sake of clarity, this provision does not set an obligation for Athonet to inspect the use of the Services by the Customers and/or End Users for the purpose of preventing any breach of applicable export control laws.

13. INTERRUPTION

- 13.1 Athonet reserves the right to interrupt the provision of Services for the purpose of performing maintenance activities (“**Scheduled Maintenance**”). Athonet will use reasonable efforts to provide Customer with prior notice of any Scheduled Maintenance, in each case providing at least a 48 (forty-eight) hours-notice (except for emergency Maintenance) and the Customer agrees to use reasonable efforts to comply with any Maintenance requirements that Athonet may notify.
- 13.2 Athonet reserves the right to interrupt the provision of Services in case where the Customer fails to pay the Fees when due, and such failure endures for more than 5 (five) days. Athonet may at its discretion store the Customer Data for the term of further 30 (thirty) days, and such Customer Data may be restored in case the Customer pays all the outstanding Fees. For the sake of clarity, this Section does not provide an obligation on Athonet to store Customer Data in case the latter fails to pay the Fee for longer than the term provided above.
- 13.3 Athonet reserves the right to interrupt the provision of Services and as a consequence the functioning of the Services, as well as to throttle or otherwise restrict the operation of the Services, without notice to the Customer in case Athonet has reason to believe, at its exclusive discretion, that the Customer and/or the End Users are using the Services in breach of Athonet Fair Use Policy. For the sake of clarity, this provision does not set an obligation for Athonet to inspect the use of the Services by the Customers and/or End Users for the purpose of preventing any breach of applicable laws and/or damages or infringement of third parties’ rights.
- 13.4 Athonet reserves the right to interrupt the provision of Services and as a consequence the functioning of the Services, as well as to throttle or otherwise restrict the operation of the Services, where there are cases of force majeure or circumstances which impose emergency support/maintenance work to be performed or relating to the resolution of safety problems, danger to the entire network and/or persons or things.
- 13.5 Athonet shall be entitled to interrupt the provision of Services, as well as to throttle or otherwise restrict the operation of the Services, without notice to the Customer, where required by a judicial or other public authority.
- 13.6 Athonet reserves the right, but does not assume the obligation, to investigate any violation of this Section or misuse of the Services and to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate Customer information. Athonet also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Section and/or of any law or regulation.

14. DATA PROCESSING

- 14.1 Customer shall be solely responsible for:
- (a) providing legally adequate privacy notices to End Users;

- (b) obtaining any necessary consent from the End User for the collection, use, transfer, and storage of any name, password, other login information, or personally identifiable information or Personal Data of any End User that the Customer (or any third-party plug-in or service Athonet the Customer uses) may access;
- (c) ensuring the information is collected, used, transferred, and stored or otherwise processed in accordance with all data protection laws, rules, and regulations applicable in jurisdictions in which the Customer uses the Services.

15. TERM AND TERMINATION

- 15.1 These Conditions shall apply to the provision of the Services for the Service Term. Unless otherwise provided in the Order, the Service Term shall automatically renew monthly provided that the applicable Fee are paid in advance by Customer. In case the applicable Fees are not paid by the Customer within the term set forth in Section 5.2, Services shall immediately terminate.
- 15.2 Either party may terminate the Services and these Conditions with immediate effect upon written notice to the other party if:
 - (a) the other party is in material breach of any provision of these Conditions, provided:
 - (i) the party not in breach has given the party in breach written notice of such breach; and
 - (ii) the party in breach has failed to cure such breach to the satisfaction of the party not in breach within 30 days of receipt of the above notice;
 - (b) the other party becomes insolvent, is the subject of a petition for creditor protection or a petition in bankruptcy or of any other proceedings under bankruptcy, insolvency (or equivalent laws in other countries) or makes an assignment for the benefit of creditors; or
 - (c) a change or disruption occurs in Customer's management, commercial or financial situation which change has or might, in Athonet's reasonable judgement, adversely affect the performance by Customer of its obligations under these Conditions.
- 15.3 Upon termination of the Service Term:
 - (a) the Services shall be immediately discontinued;
 - (b) the Customer shall cease all use of the Services and any and all licenses granted under these Conditions shall be immediately terminated;
 - (c) all amounts due to Athonet under these Conditions shall become immediately payable;
 - (d) Customer shall be solely responsible for copying or otherwise retrieving the Customer Data as may be stored through the Services;
 - (e) Customer shall be solely responsible to transfer its operation to another provider, if this is the case. Athonet may provide assistance as reasonably required by Customer, and the Customer shall pay Athonet's reasonable costs and expenses of performing the required exit assistance services. The parties shall agree such costs and expenses prior to Athonet performing the exit assistance services.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1 For Customers based in the United States, Canada or Mexico, these Conditions shall be governed by the laws of New York without regard to its conflict of law provisions. The application of the Vienna Convention on the Sale of Goods is excluded. In such case, any disputes arising under these Conditions shall be brought to the courts in New York.
- 16.2 For Customers based outside the territories mentioned above, these Conditions shall be governed by the laws of England and Wales without regard to its conflict of law provisions. The application of the Vienna Convention on the Sale of Goods is excluded. In such case, any disputes arising under these Conditions shall be brought to the courts in London.

17. GENERAL PROVISIONS

- 17.1 **Entire Agreement.** These Conditions – including the other documents available on the Athonet Web Portal and the AWS Marketplace as referred to herein, which are to be deemed integral part of these

Conditions, and the Order - set out the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings, oral or written, between the Parties relating to the subject matter of these Conditions.

- 17.2 **Assignment.** These Conditions shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns. The parties shall not, nor shall they purport to, assign or encumber all or any part of their obligations or rights under these Conditions without the other party's prior written consent. However, the parties shall have the right to assign all or any part of their rights and obligations under these Conditions to any member of the respective party's corporate group without the prior consent of or notice to the other party. Notwithstanding the above, Athonet reserves the right to sub-contract all or part of its obligations in making the Services available to the Customer to third parties, provided that Athonet remains directly liable to Customer for any breach by such sub-contractors. At the reasonable request of Customer, Athonet will provide Customer with a list of such sub-providers. Athonet shall be entitled to subcontract or otherwise delegate all or part of its obligations under these Conditions to any of its Affiliates.
- 17.3 **Non-waiver.** No delay, omission or failure by either party to exercise any of its rights under these Conditions shall be deemed to be a waiver of such rights or an acquiescence in the event giving rise to such right, but every such right may be exercised from time to time and as often as may be deemed expedient by the party exercising such right.
- 17.4 **Severability.** Should any of the provisions of these Conditions be ineffective due to being invalid, illegal or unenforceable (an "**Ineffective Provision**"), such Ineffective Provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provisions or the remaining provisions of these Conditions. The parties agree to attempt to substitute for any Ineffective Provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the Ineffective Provision.

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